

JUL 18 1975 - 1 45 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT dated as of March 1, 1975

among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, CHASE MANHATTAN SERVICE CORPORATION, BURLINGTON EQUIPMENT COMPANY and BURLINGTON NORTHERN INC.

WHEREAS, the parties hereto are parties to a Reconstruction and Conditional Sale Agreement dated as of March 1, 1975 (the "Security Document") and desire to amend the same as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree that:

A. The third paragraph of Article 3 of the Security Document is amended by adding the clause "Subject to the provisions of the eleventh paragraph of this Article 3," at the beginning of the first sentence thereof, and by changing the first letter of the first word in such sentence to the lower case.

B. The eighth paragraph of Article 3 of the Security Document is amended by adding the clause "Subject to the provisions of the eleventh paragraph of this Article 3," at the beginning of the first sentence thereof, and by changing the first letter in the first word of such sentence to the lower case.

C. Article 3 of the Security Document is amended by adding thereto a new paragraph immediately preceding the final paragraph thereof, reading as follows:

"As above stated in this Article 3, the parties hereto contemplate that on the Closing Date with respect to the units of Equipment in each Group settled for hereunder the Vendee will advance an amount equal to 40.00% of the aggregate Purchase Price of the units of Equipment in such Group and the Vendor shall advance an amount equal to 60.00% of the aggregate Purchase Price of the units of Equipment in such Group, in each case subject to fulfillment of the conditions hereinabove provided. Notwithstanding such contemplation, in the event that for any reason the Vendor shall fail on the Closing Date with respect to any units of Equipment in any Group to advance an amount equal to 60.00% of the aggregate Purchase Price of such units of Equipment in such Group, whether or not the conditions to such advance by the Vendor set forth in the ninth and tenth paragraphs of this Article 3 shall have been fulfilled and whether or not the Vendor shall be obligated to make such advance under the provisions of such paragraphs, so long as the conditions set forth in clauses (b) and (c) of the eighth paragraph of this Article 3 have been fulfilled on said Closing Date, then the Vendee hereby agrees to pay to the Builder and the Railroad, in accordance with their respective interests as set forth in the related invoices described in subparagraph (b) of the ninth paragraph of this Article 3 delivered to the Vendee thereby, an amount equal to 100.00% of the aggregate Purchase Price of such units of Equipment in such Group. Anything in this Agreement to the contrary notwithstanding, upon the advance of such amount by the Vendee, the Vendee shall thereupon obtain full legal title to the Hulks and the units of Equipment in such Group. The Vendor shall deliver to the Vendee a bill of sale transferring all of its right, title and interest in such Hulks and Equipment to the Vendee and warranting the same to be free of all claims, liens, security interests, security titles and encumbrances arising by, through or under the Vendor, and the Vendor shall thereafter have no rights whatsoever, hereunder or under any related document, with respect to such Hulks or such units of Equipment. The Railroad shall deliver to the Vendee a bill of sale transferring all of its right, title and interest in such Hulks and Equipment to

units of

the Vendee and warranting that the same are free of all claims, liens, security interests, security titles and encumbrances of any nature other than those arising by, through or under the Vendor."

D. Each reference to the Security Document in the Lease, the Hulk Purchase Agreement, the Transfer Agreement and the Finance Agreement (as such terms are defined in the Security Document) is amended to refer to the Security Document as amended hereby. Except as hereinabove amended, the Security Document shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although for convenience this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed,

all as of the date first above written.

CHASE MANHATTAN SERVICE
CORPORATION

By James E. Hoolahan
Its Vice President
Assistant Treasurer

[Corporate Seal]

ATTEST:

Frank Spring
Assistant Treasurer
Second Vice President

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By [Signature]
Its Assistant Vice President

[Corporate Seal]

ATTEST:

[Signature]
Corporate Trust Officer

BURLINGTON EQUIPMENT COMPANY

By Frank H. Coyne
Its President

[Corporate Seal]

ATTEST:

[Signature]
Assistant Secretary

BURLINGTON NORTHERN INC.

By Frank H. Coyne
its Executive Vice President

[Corporate Seal]

ATTEST:

G. F. Steinhilber
Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

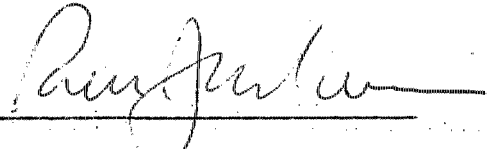
On this ^{5th} day of ^{JUNE} April, 1975, before me

personally appeared ~~JAMES E. HOGLAND~~ to me personally known,
who, being by me duly sworn, says that he is a ~~Vice~~ ^{ASSISTANT}

~~TREASURER~~
~~President~~ of Chase Manhattan Service Corporation, that
one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors,
and he acknowledged that the execution of the foregoing
instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission Expires:

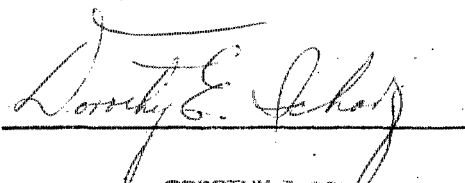

PAUL J. URBANIA
NOTARY PUBLIC, State of New York
No. 43-9522585
Qualified in Richmond County
Commission Expires March 30, 1976

Certificate filed in NY County

STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 10th day of April, 1975, before me
personally appeared G. J. Johnston, to me personally
known, who, being by me duly sworn, says that he is an

Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



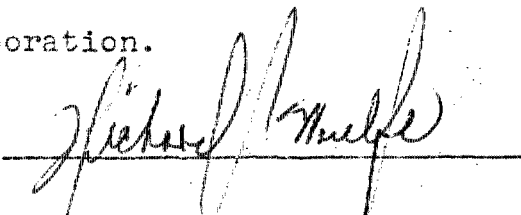
DOROTHY E. SCHART
NOTARY PUBLIC
My Commission Expires July 1, 1975

[Notarial Seal]

My Commission Expires: 7-1-75

STATE OF ~~MINNESOTA~~)
 ~~MINNESOTA~~) ss.:
COUNTY OF ~~MINNESOTA~~)

On this 9th day of ~~April~~ ^{JUNE}, 1975, before me personally appeared FRANK N. COYNE, to me personally known, who, being by me duly sworn, says that he is the President of Burlington Equipment Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

My Commission Expires:

XX
RICHARD J. WOULFE
NOTARY PUBLIC - MINNESOTA
RAMSEY COUNTY
My Commission Expires Apr. 30, 1977
XX

STATE OF ~~NEW YORK~~ ^{MINN})
)
 COUNTY OF ~~NEW YORK~~ ^{RAMSEY}) ss.:

On this ^{19th} day of ~~April~~ ^{JUNE}, 1975, before me personally appeared ~~FRANK H. CONNE~~, to me personally known, who being by me duly sworn, says that he is Executive Vice President of Burlington Northern Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission Expires:

